

RECORDATION NO. 22977-K **FILED**

JAN 22 '08 -10 30 AM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N W

SUITE 301
WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

January 22, 2008

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Second Supplemental Indenture, dated as of January 1, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 22977.

The names and addresses of the parties to the enclosed document are:

Company: Procor Limited
734 - 7th Avenue S W
Calgary Alberta CD T29 3P9

Trustee: Computeshare Trust Company of Canada
100 Univesity Avenue 9th Floor, North Tower
Toronto, Ontario CD M5J 2Y1

Anne K. Quinlan, Esquire
January 22, 2008
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A description of the railroad equipment covered by the enclosed document is:

There is no new or additional equipment associated with this filing.

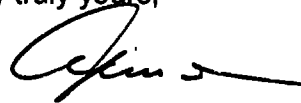
A short summary of the document to appear in the index is:

Second Supplemental Indenture.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

JAN 22 '08

-10 30 AM

Execution Copy

SURFACE TRANSPORTATION BOARD

THIS SECOND SUPPLEMENTAL INDENTURE dated as of the 1st day of January, 2008

B E T W E E N:

PROCOR LIMITED, a corporation amalgamated under the laws of Canada (successor by way of amalgamation to Procor Limited and Procor Holdings Inc.)

(hereinafter called the "Company")

- and -

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company incorporated under the laws of Canada

(hereinafter called the "Trustee")

WITNESSES THAT:

WHEREAS Procor Limited ("Procor") and Montreal Trust Company of Canada entered into a Trust Indenture dated as of June 29, 2000 (the "Indenture") pursuant to which Procor issued 7.91% Limited Recourse Notes in the principal amount of \$33,451,635;

AND WHEREAS the Trustee was appointed effective as of the 1st day of February, 2002 as successor trustee under the Indenture to Montreal Trust Company of Canada pursuant to a Resignation and Appointment Agreement;

AND WHEREAS Procor, Procor Leasing Inc. ("Procor Leasing"), Procor Holdings Inc. ("Procor Holdings"), Procor LP and the Trustee entered into a guarantee and supplemental trust indenture (the "Guarantee and Supplemental Indenture") effective as of the 15th day of December 2003 pursuant to which Procor Holdings, Procor Leasing and Procor LP jointly and severally guaranteed the obligations of Procor under the Indenture;

AND WHEREAS, effective January 1, 2008, Procor amalgamated (the "Amalgamation") with its parent Procor Holdings, with the resulting corporation being the Company;

AND WHEREAS, as soon as possible after the Amalgamation, Procor Leasing will be wound up and Procor LP will be dissolved, resulting in a transfer of the assets of each entity to the Company (the "Dissolution");

AND WHEREAS, pursuant to the provisions of the Indenture (as supplemented to the date hereof), the Company desires to execute this supplemental indenture (the "Second Supplemental Indenture") to evidence the Company's assumption of the liability for the due and punctual payment of all the Notes and the interest thereon and all other monies payable under the Indenture (as supplemented to the date hereof) and its agreement to observe and perform all the covenants and obligations of Procor under the Indenture (as supplemented to the date hereof);

AND WHEREAS, this Second Supplemental Indenture is made by each of the Company and the Trustee pursuant to the provisions of the Indenture (as supplemented to the date hereof);

NOW, THEREFORE, in consideration of the premises, covenants and agreements of the parties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby covenanted, agreed and declared as follows:

ARTICLE 1 INTERPRETATION

1.1 Supplemental to Second Supplemental Indenture

This Second Supplemental Indenture is declared to be supplemental to the Indenture (as supplemented to the date hereof) and is to form part of, and have the same effect as though incorporated in, the Indenture (as supplemented to the date hereof).

The Indenture (as supplemented to the date hereof) is part of this Second Supplemental Indenture and by this reference is incorporated herein with the same effect as though set forth herein in full. In this Second Supplemental Indenture, unless there is something in the subject or context inconsistent therewith or unless otherwise defined, the expressions and capitalized terms herein contained shall have the same meanings as corresponding expressions and capitalized terms in the Indenture (as supplemented to the date hereof). All the provisions of the Indenture (as supplemented to the date hereof), except insofar as the same may be inconsistent with the express provisions of this Second Supplemental Indenture, shall apply to and shall have effect in connection with this Second Supplemental Indenture.

ARTICLE 2 AGREEMENT TO BE BOUND BY INDENTURE

2.1 Evidence of Covenant to Pay and to Observe and Perform all Covenants and Obligations

The Company hereby acknowledges that, subject to the terms, conditions and limitations in the Indenture, the Company is liable for the due and punctual payment of all the Notes and the interest thereon and all other monies payable under the Indenture and to observe and perform all the covenants and obligations of Procor under the Indenture as if the Company had been originally named as principal debtor and issuer under the Indenture.

2.2 Further Assurances

The Company hereby agrees to execute and deliver all documents and to do such other acts and things as are satisfactory to the Trustee and which, in the opinion of counsel to the Trustee, are necessary or advisable to give effect to the matters described in Section 2.1.

**ARTICLE 3
AMENDMENTS TO INDENTURE**

3.1 The following amendments shall be made to the Indenture:

(a) Section 8.13 – Immunity of Shareholders, Directors and Others is hereby amended such that all references to “the Issuer or any guarantor of the obligations of the Issuer under the Indenture” be deleted and replaced with “the Issuer”; and

(b) Section 10.1. – Certain Requirements in Respect of Mergers, etc. is hereby amended by deleting the reference to “The Issuer, Procor LP, Procor Leasing Inc. or Procor Holdings Inc.” in the first line thereof and replacing it with “The Issuer”.

**ARTICLE 4
EFFECT ON INDENTURE**

4.1 Effect on Indenture

The parties acknowledge and agree that as a result of the Amalgamation, the Company shall be a “Successor Issuer” under the Indenture pursuant to Article 10 of the Indenture.

4.2 Guarantee by Procor LP, Procor Holdings and Procor Leasing

The parties hereby acknowledge that the guarantee granted by each of Procor LP, Procor Holdings and Procor Leasing pursuant to the Guarantee and Supplemental Indenture will be of no force and effect following the Amalgamation and Dissolution.

4.3 No Violation

The Trustee hereby confirms that the Amalgamation does not violate Section 7.1.2 of the Indenture.

4.4 Undertaking

The Company, as Successor Issuer under the Indenture, hereby undertakes to deliver or to cause to be delivered, the filings and registrations, articles of amalgamation and the opinion of counsel contemplated in Section 10.2 of the Indenture to the Trustee as soon as practicable following the completion of the Amalgamation.

4.5 Satisfaction of Conditions

The Trustee hereby acknowledges that the condition in Section 10.1.3 of the Indenture has been satisfied.

**ARTICLE 5
GENERAL**

5.1 Execution

This Second Supplemental Indenture may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

5.2 Governing Law

This Second Supplemental Indenture shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

5.3 Successors and Assigns

This Second Supplemental Indenture shall emure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF the parties hereto have duly executed this Second Supplemental Indenture as of the date first written above.

PROCOR LIMITED

By: 

Name:

Title:

By: 

Name:

Title:

**COMPUTERSHARE TRUST COMPANY
OF CANADA, as Trustee**

By: _____

Name:

Title:

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Supplemental Indenture as of the date first written above.

PROCOR LIMITED

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**COMPUTERSHARE TRUST COMPANY
OF CANADA as Trustee**

By:  _____

Name: Patricia Wakelin

Title: Professional Corporate Trust

By:  _____

Name: Stephen Byington

Title: Professional Corporate Trust

SUN LIFE ASSURANCE COMPANY OF CANADA and SUN LIFE ASSURANCE COMPANY OF CANADA (as successor to CLARICA LIFE INSURANCE COMPANY), being the registered holders of at least 66 2/3% of the principal amount of the Notes issued pursuant to the Indenture hereby:

- (a) authorize and agree to the amendments in the Indenture as set forth in this Second Supplemental Indenture;
- (b) approve the Amalgamation (as defined in the Second Supplemental Indenture);
- (c) authorize and direct the Trustee to enter into this Second Supplemental Indenture; and
- (d) consent to the creditworthiness of the Company (as defined in the Second Supplemental Indenture) pursuant to Section 10.1.4 of the Indenture.

with the intent that this document shall constitute or be deemed to constitute all of the foregoing an Extraordinary Resolution and an instrument in writing pursuant to the terms of the Indenture.

DATED Jan 1, 2008.

**SUN LIFE ASSURANCE COMPANY OF
CANADA**

By: 

Name: Kevin Phelan

Title: Managing Director, Private Fixed Income

By: 

Name: Greg Sooley

Title: Managing Director, Private Fixed Income

**SUN LIFE ASSURANCE COMPANY OF
CANADA, formerly known as CLARICA
LIFE INSURANCE COMPANY**

By: 

Name: Kevin Phelan

Title: Managing Director, Private Fixed Income

By: 

Name: Greg Sooley

Title: Managing Director, Private Fixed Income

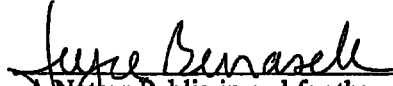
Second Supplemental Indenture

NOTARIAL CERTIFICATE

I, Joyce Margaret Bernasek, of the City of Toronto, in the Province of Ontario, a notary public in and for the Province of Ontario by royal authority duly appointed, do certify that the document attached to this Certificate is a true photostatic copy of a document produced and shown to me and purporting to be the Second Supplemental Indenture dated as of January 1, 2008 between Procor Limited and Computershare Trust Company of Canada, the copy having been compared by me with the original document.

IN TESTIMONY OF WHICH I have signed this Certificate and affixed my notarial seal at the City of Toronto, this 22ND day of January, 2008.

SEAL


A Notary Public in and for the
Province of Ontario

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 1/22/08



Robert W. Alvord